

I. OTHER TERMS AND CONDITIONS OF THE TENDER ARE AS FOLLOWS-

01. THE LOWEST QUOTATION COMPLETE IN ALL RESPECTS ARE INVITED FOR SUPPLY OF MATERIALS INDICATED IN THE SCHEDULE OF REQUIREMENT ATTACHED AND ITS TECHNICAL SPECIFICATIONS ENCLOSED VIDE ANNEXURE-'A'.

02. EARNEST MONEY/ SECURITY DEPOSIT: NOT APPLICABLE.

3. VALIDITY: The price(s) quoted must be firm and the offer must remain valid for a period of 180 (One hundred Eighty) days from the date of opening of the Part - I.

4. SALES TAX REGISTRATION CERTIFICATES(S): The bidders shall furnish copy of their sales tax/VAT registration certificate(s) along with the offer in Part - I. Such documents should be duly attested by Notary Public.

5. PROCEDURE FOR SUBMISSION OF TENDER:

i. All pages of the offer should be typed on the letter head of the bidder and be duly signed. Offers should be prepared without overwriting and corrections. If there is any overwriting or correction the same should be duly authenticated with the signature of the bidder on the seal of the company.

ii. **If the tender is submitted locally**, the envelope must be super scribed with the TENDER NUMBER and the date of opening.

iii. **If the tender is sent by post**, it should be sent in two envelopes. The outer envelope should only bear the address of the purchaser without mentioning the TENDER NUMBER or the date of opening and the inner envelope containing the offer should bear the Tender number and Date of opening.

iv. **Tenders sent through telegram, Telex, Fax or E-mail will not be considered, North Eastern Coalfields do not take any responsibility for loss of tender/ offer in transit.**

v. The offer shall be prepared in two parts. Part I shall contain detailed Technical Specification along with technical literatures/ leaflets and drawings if any for offered items should be indicated in this section. A checklist showing any deviations in specification from NIT should also be enclosed. Test certificates, BIS certificates, DGMS approval, CMRS report, Guarantee certificate etc. as needed for the quoted items, wherever required, should be enclosed, and COMMERCIAL TERMS including taxes and duties applicable/ checklist of commercial terms and documents like NSIC, DGS&D, BIS Registration certificates duly notarized, DGMS approval duly notarized, List of past supplies and order copies of same or similar items of higher capacity to NEC or any subsidiary of CIL/ Other public sector Undertakings/ Govt. Deptts./ Other Organizations (Private or Govt.) etc.

vi. Part II shall contain the PRICE BID in the following format. The bidder shall provide the landed price.

SL NO.	DESCRIPTION	FORMAT
1	BASIC PRICE (EX- WORKS)	Rs. (RUPEES)
2	DISCOUNT, if any	Rs. (RUPEES)
3	PACKING & FORWARDING CHARGES (if applicable and indicate if excisable)	Rs. (RUPEES)
4	EXCISE DUTY, IF APPLICABLE	Rs.

		(RUPEES)
5	VAT/ SALES TAX @.....%, if applicable	Rs. (RUPEES)
6	ANY OTHER GOVT. LEVY	Rs. (RUPEES)
7	LANDED PRICE	Rs. (RUPEES)

vii. The tender will be opened on the scheduled date and time. Only one representative authorized in writing by the respective bidders shall be permitted to be present during the tender opening. Representative of firm who has not participated in the tender shall not be permitted to be present at the time of opening of tender.

6. PRICES: Prices quoted must be FIRM till delivery. Otherwise, the offer will be rejected. Price quoted must be on F.O.R. Destination basis for delivery up to Central Stores, Margherita. The prices should be quoted in the specified format specified above. The price bids of techno-commercially qualified bidders shall only be considered for evaluation.

7. TAXES AND DUTIES :

I. Excise duty: If Applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/ credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier. The legally applicable rate of Excise duty should be clearly mentioned in the commercial bid and the value in the price bid. In case the rate of Excise duty varies with the turnover of the company, and the price is exclusive of excise duty, the bidder shall have to specify the rate applicable to NEC, CIL. If the bidder fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price for evaluation purpose.

The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the purchaser's country, including all bank charges. The purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the purchaser's country including all bank charges in case of imports.

CENVAT CREDIT: NEC, CIL is entitled to avail CENVAT credit on the input materials. Therefore, firms are advised to confirm acceptance to submit CENVAT invoice in the specified format and provide other documentations required for NEC to claim for availing CENVAT credit. On such confirmation the input credit available to NEC shall be considered for evaluating the offered price in landed terms.

II. SALES TAX/ VAT: The legally applicable rate of Sales Tax/ VAT should be clearly mentioned. Set-off being extended to NEC, CIL as per provisions of VAT Rules shall be considered while arriving at the inter-se status of the firms.

III. ENTRY TAX (where ever applicable): at the rate indicated in the directives issued by Govt. of Assam shall be loaded on the quoted price of the bidder for arriving at inter inters positions of the participating bidders. Please visit www.taxassam.in for the Entry Tax applicable.

8. Evaluation of Price: The prices quoted shall be compared on FOR Destination price basis which includes all taxes, duties, packing and forwarding charges, freight, insurance, octroi duty / entry tax etc. payable in each case, as applicable on the date of opening of price bid. Conditional discounts, including quantity discounts, shall not be considered. If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.

Evaluation of Price Quoted in INR: in case if a bidder does not specify the basis of prices quoted, in the price format given above or quotes on ex-works or FOR dispatching station basis, the prices shall be loaded in the following manner:

- a) In case of Ex-works offer and if the firm does specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR dispatching station price. Insurance charge for loading purpose shall be considered as per the existing transit insurance contract concluded by NEC, CIL.
- b) In case of FOR dispatching station offer, where the bidder does not indicate the exact amount of freight, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight up to DESTINATION.

Approx. Distance of	% of FOR Dispatching
Dispatching station from site	Station Price
Above 2001 km	5%
1501 to 2000 km	4%
1001 to 1500 km	3%
501 to 1000 km	2%
500 km And below	1%

In case the firm quotes the exact amount of freight or the packing and forwarding charges, the same will be added in place of the above percentage amount.

9. PAYMENT TERMS: Unless otherwise mentioned in ANNEXURE A, the payment terms shall be 100% payment with taxes and duties shall be made by cheque within 30 days on receipt and acceptance of the consignment at site or bill whichever is later. Payment shall also be made through Electronic Fund Transfer. Bidders who wish to avail this facility shall submit the enclosed mandate form duly filled & signed along with their offer.

10. DELIVERY SCHEDULE: As given in ANNEXURE A 1.

11. LIQUIDATED DAMAGES: In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NEC, CIL should have the right:-

- a) To recover from the successful bidder, a sum of 0.5 % (half percent) of the price of any stores which the successful bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent)
- b) or to purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply or,
- c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the liquidated damages referred to in clause (a) above.
- e) To forfeit the security deposit fully or partly.

f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, NEC, CIL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful bidder in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful bidder shall pay NEC, CIL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

12. RISK PURCHASE: In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly in this tender enquiry that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies / Coal India Limited.

13. FORCE MAJEURE: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the purchaser may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

14. COMPOSITE GUARANTEE / WARRANTY – Unless otherwise specified in the Technical Specification ANNEXURE- A, the Warranty/ Guarantee clause will be as follows:

The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the materials for a period of 12 months on the date of receipt and acceptance of materials at ultimate destinations. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier without any extra cost to Northern Eastern Coalfields and within 30 days of issue of letter for replacement.

15. PRICE FALL CLAUSE: The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other party during the said period. If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.

16. PERFORMANCE BANK GUARANTEE: Not Applicable.

17. INSPECTION: No pre dispatch inspection shall be done. The final inspection shall be carried out at consignee's premises by the authorized authority of the consignee after receipt of material. However, NEC Coal India Ltd., reserve the right to get the material inspected by deputing authorized Personnel or through a third Party. The cost of third party inspection, if carried out, shall be borne by NEC unless specified.

18. **PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES:** The Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA's guidelines being issued from time to time

19. **CONSIGNEE PARTICULARS:-**

NEC, CIL	Depot Officer, Central Store, NEC, CIL, P.O.MARGHERITA-786 181.	TIN No. 18140032854
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ECC Code:-AABC3929JEM001.

RANGE/CODE: - Margherita-II, A.T.ROAD, ASSAM-786 181, CODE 740206.

DIVISION/CODE: - Digboi, IOC New Market Road, ASSAM-786171, CODE:-7402

COMMISSIONERATE/ CODE:-MILAN NAGAR, DIBRUGARH, ASSAM-786003, CODE: 74.

CST no. 18719903198

SERVICE TAX REGN. NO. 06/ST/GTA/MRG-1/2005-06,dt.15/12/05.

20. **JURISDICTION:** Any dispute arising out of this enquiry shall come under the sole jurisdiction of the **Guwahati (Assam) High Court.**

21. **ALL PROVISIONS OF COAL INDIA PURCHASE MANUAL – 2004 SHALL BE APPLICABLE.**

This tender shall also be Governed by the General Terms and Conditions of tender for procurement of coal india Ltd. A copy of which is enclosed for ready reference in ANNEXURE-GTC.

Encl. 1) ANNEXURE – A 2) ANNEXURE – B

3) Check List of Commercial Terms.

4) ANNEXURE – C (Mandate form)

Yours faithfully,

SR.MANAGER(M.M.),
NEC, CIL, **MARGHERITA.**

TO BE SUBMITTED ALONGWITH THE OFFER DULY FILLED AND SIGNED

CHECKLIST OF COMMERCIAL TERMS

BIDDERS ARE ADVISED TO CONFIRM ACCEPTANCE OF NIT CLAUSE IN THIS CHECKLIST AND SUBMIT THE SAME ALONGWITH YOUR OFFER.

S.No.	TERMS AND CONDITIONS	BIDDERS TO INDICATE ACCEPTANCE (YES/NO)
1	EMD DEPOSITED AS PER CLAUSE 02 A	
2	AGREED TO DEPOSIT SECURITY DEPOSIT AS PER CLAUSE NO. 02 B IN THE EVENT OF PLACEMENT OF ORDER	
3	IF EXEMPTED DOCUMENTS SUBMITTED AS PER CLAUSE 2 C	
4	VALIDITY OF 180 DAYS FROM THE DATE OF OPENING AS PER CLAUSE 3 ACCEPTED.	
5	PAYMENT TERMS AS PER CLAUSE 8 ACCEPTED	
6	DELIVERY AS PER CLAUSE 9 ACCEPTED	
7	LD CLAUSE AS PER CLAUSE NO 10 ACCEPTED	
8	RISK PURCHASE CLAUSE AS PER CLAUSE NO.11 ACCEPTED	
9	FORCE MAJEURE CLAUSE AS PER CLAUSE NO. 12-ACCEPTED	
10	WARRANTY/GUARANTEE AS PER CLAUSE NO. 13-ACCEPTED	
11	PRICE FALL CLAUSE AS PER CLAUSE NO.14-ACCEPTED	
12	PERFORMANCE BANK GUARANTEE AS PER CLAUSE 15 ACCEPTED	
13	INSPECTION AS PER CLAUSE 16-ACCEPTED	
14	PURCHASE PREFERENCE AS PER CLAUSE- 17 ACCEPTED	
15	CONSIGNEE AS PER CLAUSE 18-ACCEPTED	
19	JURISDICTION OF COURT AS PER CLAUSE 19-ACCEPTED	

SIGNATURE OF THE TENDERER
ALONGWITH COMPANY SEAL